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AGREEMENT

Between

***FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT***

AND

***FAYETTEVILLE-MANLIUS
TEACHERS ASSOCIATION***

JULY 1, 2008 – JUNE 30, 2011

TABLE OF CONTENTS

Preamble	1
Article I, Duration of Agreement	1
Article II, Recognition	1
Article III, Definitions	2
Article IV, Management Rights	3
Article V, Association Rights	3-4
Article VI, Payroll Deduction	5
Article VII, Negotiations Procedure	6
Article VIII, Grievance Procedure	7-9
Article IX, Teacher Recruitment	9
Article X, Work Year and School Calendar	9
Article XI, Teacher Load and Day	10-13
Article XII, Teacher Assignment, Transfer, and Promotion	14-15
Article XIII, Mentoring Program	16
Article XIV, Evaluation	16-19
Article XV, Substitute Teachers	19
Article XVI, Standing Committee	20
Article XVII, Curriculum Development	20-21
Article XVIII, Additional Credit Hours	21-23
Article XIX, Conferences and Meetings	23
Article XX, Teacher Improvement	24
Article XXI, Salary and Salary Schedules	24-29
Article XXII, Extra Assignment Compensation	29-34
Article XXIII, Termination Pay Plan	34-36
Article XXIV, Insurance and Annuities	36-37
Article XXV, Sick Leave	38-39
Article XXVI, Other Leaves	40-42
Legal Provisions:	
Article XXVII, Taylor Law Statement	43
Article XXVII, Entire Agreement	43
Signatures	43
Appendices A through D	44-50

AGREEMENT
July 1, 2008 through June 30, 2011

PREAMBLE

The Association and the Board of Education of this District reaffirm their commitment to quality education and equal opportunity for every child to reach his/her potential as responsible citizen and member of the global community. To this end, the Association and the District agree on the following fundamental principles which guide our relationship:

- Use of the core values of the District as yardsticks against which to measure policy and practice;
- Belief in the power of collaboration to effect continuous improvement;
- Trusting that the open sharing of data will result in fair and effective solutions;
- Affirming the professionalism of teachers, who believe in the value of professional development and assume primary responsibility for the education of our children;
- Affirming the interests of the community in providing the resources needed to create an excellent education for its children.

It is the intent of the District and the Association that no part of this Agreement shall result in discrimination against a person because of age, color, religion, creed, disability, marital status, **sexual orientation**, gender, veteran status, national origin, race or Association activities.

ARTICLE I
DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2008, and continue in full force and effect through June 30, 2011, and shall thereafter continue in force and effect on a year-to-year basis unless either party by written notice to the other elects to renegotiate. Said notice of intent to renegotiate shall be given by the electing party no later than June 15, 2010.

ARTICLE II
RECOGNITION

The District agrees that the Association is the exclusive bargaining agency for certified personnel employed by the District, excluding administration and per diem substitutes, but including all teachers, coordinators, counselors, school psychologists, and speech and language therapists ("Teachers"). The Association shall be entitled to unchallenged representation status for the term of this agreement.

ARTICLE III DEFINITIONS

- A. **Administration** shall include all certified administrative-supervisory employees of the District, including the Superintendent, Assistant Superintendent for Personnel, Assistant Superintendent for Instruction, Assistant Superintendent for Special Services, School Building Principals and Assistant Principals, Assistant Superintendent of Business Services, Director of Physical Education and Interscholastic Athletics, Director of Counseling, and any other additional administrative-supervisory positions specified by the District.
- B. **Board** shall mean the Board of Education of the District.
- C. **Superintendent** shall mean the Superintendent of Schools.
- D. **Full-time Employee** shall be any teacher on a continuing contract.
- E. **School Year** shall be the period July 1 through June 30.
- F. **Academic Year** shall be the period September 1 through June 30.
- G. **Teaching Assistants and Teacher Aides** shall be auxiliary personnel hired by the District.
- H. **Teacher** shall include certified personnel in the following titles: Teacher, Library Media Specialist, Special Education Teacher, and Special Area Teacher.
- I. **Building Representatives** shall be an individual elected by the Association to act in its behalf under this Agreement. There shall be Building Representatives elected from each of the following units:

Enders Road Elementary School
Fayetteville Elementary School
Mott Road Elementary School
Eagle Hill Middle School
Wellwood Middle School
High School I
High School II
Special Help Staff
Any new buildings added to the District

The Association shall furnish the District with a current list of its Building Representatives.

- J. **Unstructured Time** shall mean a Teacher's Lunch, Student Help and Planning Time which will be arranged by the Teacher except in case of emergency or other unusual situation with reasonable notification to the Teacher.
- K. **Probationary Teacher** shall mean a Teacher who has received a probationary appointment to fill a permanent vacancy or new position and will be eligible for tenure in accordance with the Education Law.
- L. **Academic Overload** shall mean a period assignment added to a Teacher's regular compensation assignment.
- M. **General Teaching Assignment** shall mean a Teacher's compensated assignment other than an Academic Overload or an assignment covered by the Extra Assignment Compensation Plan.
- N. **Working Day** shall mean any day a Teacher is scheduled to work.
- O. **Mandatory Student Day** – Interval of time in a building for which student attendance is ordinarily required.
- P. **Shared Teacher** – Any teacher as defined by the recognition clause who is assigned to more than one building.

ARTICLE IV MANAGEMENT RIGHTS

- A. The Board is a state agency and has jurisdiction over the operation of school and management of buildings and school program, including, but not limited to, number of employees, assignment of students, purchases, assignment and distribution of supplies, materials, and equipment to be used in the schools and training and supervision of Teachers.
- B. The Board also has the right to direct Teachers, to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine Teacher qualifications, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provision of this contract or the laws of the State of New York.

ARTICLE V ASSOCIATION RIGHTS

- A. **Use of School Facilities** – The Association shall have the right to use school buildings, after prior notification to and approval of the Building Principal, without cost, at reasonable times for meetings. Association meetings may be held in an available school building after pupil dismissal but shall not interfere with other assignments and meetings provided for herein. The Association shall notify each District Building Principal at least three (3) Working Days prior to each such scheduled meeting.
- B. **Use of School Mail** – The Association shall have the right to use all forms of school mail provided that items to be placed therein shall be labeled as coming from the Association.
- C. **Bulletin Boards** – The Association shall have the right to exclusive use of its bulletin board in the faculty room of each building.
- D. **Copies of Board Meetings, Agendas and Minutes** – A copy of the official agenda for regular Board of Education meetings when prepared will be mailed to the President of the Association and Building Representatives prior to each meeting of the Board of Education. A copy of the official Board minutes will be mailed to the aforementioned designees following Board approval of said minutes.
- E. **Change in Education Program** – In accordance with past practice, the Board, when it contemplates making a substantial change in the educational program of the District, will give advance notice of the same to the Association and the Association will be given an opportunity prior to implementation of the change to make comments and suggestions relating to such change.
- F. **Rules and Regulations** – Rules and regulations pertinent to the Teachers shall be made available to the Teachers when adopted by the District.

Article V (continued)

- G. **Association President Visit Time** – The Association President shall be allowed time to visit District Schools to investigate and attempt to resolve Teacher complaints or problems relating to this Agreement and to meet with the Superintendent in relation to such problems and in connection with other matters of mutual interest provided, however, that it is the specific intent of the parties that the use of Working Day release time under this section shall be confined to activities which will further the cooperative relationship which exists between the Association and the District and that such time shall not be used to conduct routine Association business, solicitation of Association membership, planning of negotiations or grievance strategy or for activities of a nature adverse to the District.

The release time allowed hereunder shall not be in excess of ten (10) class periods, or its equivalent time, per five (5) day work week. If a newly-elected Association President is assigned to a classroom in grades one through six, the President and Superintendent shall meet to determine an appropriate assignment for the President that would minimize the impact his or her Association duties would have on children.

- H. In accordance with past practice, the Association shall be notified by the District of the formation of district-wide committees other than purely administrative committees.
- I. On two (2) Mondays a month after school, Association Meetings take precedence over building, district, and in-service meetings.
- J. The District shall notify the Association on a monthly basis of the following actions relating to Teachers: Hiring, Transfer or Reassignment, Granting of Leave, Termination of Employment, such notice to include the address, step placement and previous experience of each newly hired Teacher.

K. Job Security

1. If the job of a Teacher who has completed seven (7) or more consecutive years as a teacher in the employ of the District, is abolished by the District, said Teacher shall have up to two (2) years from the end of the semester in which the job is abolished to obtain certification in a new teaching area. Consecutive employment shall not be considered as interrupted when a Teacher is on a District-approved leave.
2. If within the specified period, the Teacher has been certified in a new teaching area or, on expiration of the period has not completed the necessary courses required for certification and has applied for same but has not yet received it or at the time of expiration of said period is on the last semester course or courses necessary to attain certification, and a job in the new teacher area is vacant in the District at that time, the District shall notify such Teacher of the vacancy by certified mail, return receipt requested at the last address designated for that purpose by the Teacher.
3. The Teacher must notify the District of his/her interest in the available position and be available at the District Office for interview within ten (10) calendar days of posting of the notice.
4. If the Teacher complies with the notification of interest and availability provisions of subparagraph three (3) above, he/she shall be granted an interview for the position and be given due consideration for employment in such positions.
5. A teacher who is certifiable as set forth in two (2) above shall be eligible to accept a position if offered, only upon having become certifiable prior to the date of employment.

ARTICLE VI PAYROLL DEDUCTION

- A. By the first payday in September, the Association shall provide the District with the amount of dues for full-time and part-time teachers. Membership dues deduction shall commence with the second payday. Such deduction shall continue for twenty (20) consecutive pay periods. The amount for the total dues deducted each pay period shall be transmitted to the Association by the District in accordance with current practice, and shall be forwarded to the Treasurer of the Association at the location designated by it. For members continuing on payroll deductions, a new payroll deduction card shall not be necessary each year.
- B. No later than four (4) weeks prior to the second scheduled paycheck in October, the Association shall provide the Board with a list of changes to the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association named in subparagraph A above.

C. Agency Fee

- 1. The District shall deduct from the salary of each bargaining unit member who is not a member of the Fayetteville-Manlius Teachers Association an Agency Fee as a contribution toward negotiation and administration of the Agreement and the representation of such employee. The Agency Fee which shall be payable and forwarded to the Association will be deducted in accordance with current dues deduction procedures, and shall be an amount as specified by the Association.
- 2. In agreeing to withhold an Agency Fee from an individual who does not voluntarily become a dues paying member of the Fayetteville-Manlius Teachers Association, the Association agrees to hold the District harmless against any and all claims that may arise out of any action taken for the purpose of complying with this provision.

D. NYSUT Benefit Trust

- 1. The District shall withhold and forward to the NYSUT Benefit Trust an amount authorized by a unit member. Such authorization shall be in writing to the District at least thirty (30) days before such deductions shall commence.
- 2. The Association agrees to hold the District harmless against any and all claims resulting from actions taken by the District for the purpose of complying with this provision, except a claim that arises from an act of negligence by the District.
- 3. The Association further agrees that should the NYSUT Benefit Trust expand its benefits package by offering either health insurance or dental insurance coverage, the District is released from its obligation to collect and transmit monies for either of those two (2) programs, but will continue to collect and transmit monies for the other Benefit Trust programs.

**ARTICLE VII
NEGOTIATIONS PROCEDURE**

- A. The first negotiations between the District and the Association shall be held no later than November 30 of the applicable year.
- B. Negotiations meetings shall be jointly agreed upon by the District and the Association as to time and place. No meetings shall extend beyond two (2) hours unless agreed to jointly. The parties will tentatively agree to a meeting schedule at the first negotiation session.
- C. Information pertinent to the negotiations shall be exchanged upon the request of either of the parties.
- D. At the second negotiation session, the District and the Association will exchange written proposals of times to be negotiated. A proposal relating to an existing Article shall bear that Article's number and designation. New proposals shall be given Article designations and shall be separated from proposed amendments of and deletions to the existing contract.
- E. Neither party is prohibited from proposing contract changes that may relate to a matter being grieved as long as the time constraints in this article are followed (see A and D).
- F. Printing Cost – The cost of printing this contract in booklet form shall be shared equally by the Association and the District.
- G. Upon mutual agreement, these procedures may change.

ARTICLE VIII GRIEVANCE PROCEDURE

A. Purpose and Definition

The Association assumes the responsibility for maintaining the highest of professional standards. The District recognizes that in the interest of effective personnel relations, a procedure is necessary whereby its Professional Staff can be assured of a prompt, impartial and fair hearing on their Grievances. Its purpose is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such procedures shall be available to all members of the Professional Staff and no reprisal of any kind shall be taken against any Staff member initiating or participating in the Grievance Procedure.

B. Provisions

1. A Grievant shall be a Teacher or the Association (as in B.2 below) having a Grievance under this Agreement.
2. The Association shall have the right to join a Teacher in the initiation of the Grievance arising out of a District breach of this Agreement. If a grievance affects a group (three (3) or more) of teachers, it may be submitted by the Association.
3. There shall be two (2) phases of the Grievance Procedure designated below as First (1st) and Second (2nd).
4. The number of days indicated at each level shall be Working Days and will be considered as a maximum; provided, however, that where the end of the Academic Year occurs prior to the end of any period prescribed herein, Week Days (Monday-Friday) shall replace Working Day. It is the specific intent of the parties that there is no lapse in time limitations for processing a Grievance during the months of July and August.
5. A Grievance shall be waived if not presented in writing within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based.
6. In the event a Grievance is filed on or after May 15, the parties shall use their best efforts to complete processing thereof prior to the end of the school year.
7. If the administration or any designated Representative of the District fails, at any level, to hold a conference or give an answer within the time limit specified, the Grievant or the Association through its Grievance Committee at his or its election may advance to the next level in the Procedure.

8. Nothing in the Procedure shall prevent the Grievant on his/her own volition from withdrawing a Grievance at any level of the Procedure.
9. The Grievant and a District Representative shall each initial and date a log kept by each on an appropriate form indicating dates of completion of the various steps of the Grievance Procedure.
10. The Superintendent shall be responsible for accumulating and maintaining an Office Grievance Record which shall consist of the written Grievance, all exhibits and communications exclusive of the First Phase of the Procedure. A copy of such record shall be sent to the Association's designee.
11. The official Grievance Record shall be filed separately from the personnel file of the participant.

C. Procedures

1. **First Phase** – Within ten (10) days of the alleged Grievance, the Grievant shall state in writing and discuss the Grievance with his/her immediate Supervisor, specifying that the discussion constitutes a Grievance under this Article. If the Grievant desires, an Association Representative may be present. If a Grievance originates with the Association pursuant to B.2 of this Article, the Building Principal of the school in which the Grievance originates shall be considered as the Immediate Supervisor with whom the Association is to discuss the Grievance.
2. **Second Phase** – Any Grievance which is taken to the Second (2nd) Phase hereunder must be in writing signed by the Grievant, shall state the date and nature of the incident giving rise to the Grievance, and the reason why such incident constitutes a breach of the Agreement, together with the desired remedy. Prior to delivery of the Grievance to a Representative of the District as set forth below, an authorized Representative of the Association's Grievance Committee must have reviewed the Grievance and indicated on it that it has been reviewed by dating and signing it. Where more than one (1) grievance arises from any one (1) incident, each Grievant shall sign one (1) Grievance only so that all may be processed together. For purposes of this Article, the expression of time in days shall mean Working Days.
 - a. **Level One (1)** – if the Grievance is not settled at the First (1st) Phase the Grievant may, within ten (10) days after the completion of the First (1st) Phase, or ten (10) days after the event over which the Grievance originates, whichever is later, file a formal written Grievance with the Superintendent with a copy to the President of the Board.
 - i. The Superintendent/designee shall either discuss the Matter with the Grievant (and with the Association's Representative if requested by the Grievant), or, by written notice to the Grievant to that effect, elect not to hold a hearing. Such notice shall constitute a denial of the Grievance for the purpose of proceeding to the next Level. The discussion shall be given within ten (10) days of the receipt of the written Grievance.
 - ii. If the discussion is held, the Superintendent/designee shall give a written response to the Grievant with a copy to the Association within five (5) days after the close of the discussion.

- b. **Level Two (2)** – If the Grievance is not settled at Level One (1), the Grievant may further appeal through the Association by:
 - i. Giving written notice thereof to the Superintendent within five (5) days after receipt of the written answer at Level One (1);
 - ii. The parties shall meet within ten (10) days to begin the selection of an impartial Arbitrator; if unable to agree on selection within ten (10) days of such meeting, selection shall be accomplished under the rules of the American Arbitration Association;
 - iii. Submit the Grievance, along with the complete Official Record, to the Arbitrator for action.

D. Provisions for Arbitration

- 1. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.
- 2. The fee for the services of the Arbitrator and expenses of the arbitration shall be borne equally by the Association and the District.
- 3. The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provisions of this Agreement. Any monetary remedy for a Grievant shall not include any time period earlier than ten (10) working days before the date that the Grievance was filed.
- 4. The decision of the Arbitrator shall be final and binding on both parties.

**ARTICLE IX
TEACHER RECRUITMENT**

- A. The objective of Teacher Recruitment is to attract Teachers of the highest quality from varied social/educational backgrounds and experiences.
- B. Teachers should observe and evaluate student teachers assigned to them and make appropriate recommendations to the Administration.

**ARTICLE X
WORK YEAR AND SCHOOL CALENDAR**

- A. The work year shall contain no more than one hundred eighty six (186) work days. Two (2) of these days shall be consecutive, non-student days within the week before Labor Day. The District shall consult with the Association in preparation of the School Calendar. The first day shall be designated as a District professional development day. The second day shall be designated as a building day to include one-half (1/2) day of activities determined by the building principal and one-half (1/2) day of teacher-initiated collaboration.
- B. The School Calendar shall be formulated at least four (4) months in advance of the implementation.
- C. The Calendar shall be modified by the District after consulting the Association when it is necessary to make up for any emergency closings either on a district-wide or building-level basis.

**ARTICLE XI
TEACHER LOAD AND DAY**

- A. **Length of Teacher Day** - The Teacher School Day shall consist of seven and one half ($7\frac{1}{2}$) consecutive hours, thirty (30) minutes of which shall be a duty-free lunch period. A half ($\frac{1}{2}$) Teacher School Day shall be three and three fourths ($3\frac{3}{4}$) hours measured from Commencement of the Teacher Day provided that the Teacher shall complete the period to which assigned when the three and three fourths ($3\frac{3}{4}$) hour point has been reached.
- B. **Exceptions**
1. Teachers may, at their own volition, work for additional time with students beyond the length of the Teacher School Day.
 2. In all buildings, meetings with the professional staff which extend beyond the end of the Teacher School Day may be scheduled by the Building Administrator not in excess of twenty (20) times per year per Teacher. Said meeting normally shall not exceed one (1) hour beyond the length of the Teacher School Day. Special Committee meetings held in accordance with current practice shall not be considered "meetings with the professional staff" in applying this subparagraph.
 3. Evening meetings are the professional responsibility of all Teachers. On days when Teachers are required to attend open houses, parent nights, curriculum nights, or team meetings designated by the Building Principal, Teachers may leave at the end of the mandatory student day.
 4. Teachers shall have release time to be used for in-service training programs, reporting, parent conferencing, and other required staff duties. Such release time is to be scheduled by the Superintendent, provided that there shall not be less than the equivalent of five (5) such days during each work year. This time may be scheduled so that a combination of these activities may occur on the same day. Additional release time for parent conferencing may be scheduled by the Superintendent. Within the five (5) days, one half ($\frac{1}{2}$) day before students arrive in September and one half ($\frac{1}{2}$) day at the end of the first (1st) semester shall be meeting-free with work responsibilities determined by individual teachers.
- C. **Lunch** - Teachers shall be scheduled to have lunch between 10:30 a.m. and 1:30 p.m. whenever possible.
- D. **Non-teaching duties** - Non-teaching duties throughout the District shall be assigned equitably among all Teachers in this District, giving due consideration to classroom teaching load. Where feasible, assignments will be rotated. Non-teaching duties shall be assigned to part-time teachers, prorated on the portion of time for which they are contracted. K-4 teachers are exempt from non-teaching duties.

Article XI (continued)

E. K-4 Teaching Load

1. It is the common goal of the District and the Association that, to the extent feasible, normal class size shall be:

- a) For Kindergarten and Grade One - 25 pupils
- b) For Grades Two through Four – 27 pupils

2. The teaching load for the period of the Agreement shall be no more than two (2) students over the limits listed above. When the pupil-teacher ratio exceeds this, additional assistance will be provided.

*(Teams shall be comprised of Teachers except where otherwise mutually agreed to by the Teachers involved and the Administration.)

3. The number of classroom instruction hours per day shall not exceed five (5). Each K-4 Teacher shall be provided not less than thirty (30) minutes duty-free lunch period for preparation purposes within the mandatory student day.

F. 5-8 Teaching Load

1. Each Fifth through Eighth Grade Teacher's school day shall be comprised of not more than six and one half (6 ½) hours of structured time, which shall include five (5) or six (6) classes conforming to current practice, plus team meeting and one or more duties, which may include the following: homeroom, recess supervision, lunch supervision, hall supervision, study hall, math and English labs, and learning support.

Beginning with the 2009-2010 school year, middle school teachers shall no longer be assigned to lunch supervision.

2. For Fifth and Sixth Grade Teachers, class size guidelines shall be consistent with sections E-1-b and E-2.
3. Except as set forth in paragraphs 4 (physical education) and 5 (general music) below, the class load for Middle School Teachers shall be held at the normal unit size of one hundred twenty-five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.

4. Within the limitation of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education working with the Principal in each Middle School building may have the option of selecting from the following methods or scheduling loads:
 - a. A maximum of forty (40) students per class, with a maximum total load per week of one thousand (1,000), or
 - b. A maximum of thirty-five (35) students per class, with a maximum total load per week of one thousand fifty (1,050).
5. General Music classes shall not normally exceed thirty (30) students per period or one thousand (1,000) per week.
6. The following provisions pertain to seventh and eighth grade English and math labs:
 - a. A lab is considered an extension of a teacher's basic instructional assignment.
 - b. The teacher will have only his/her students.
 - c. While the Association and the District recognize that the optimal number of students for a lab is five (5), the number would exceed eight (8) only at the discretion of the lab teacher.
 - d. Evaluation of student performance will not be required. Evaluation of student performance is associated with the student's class, since the lab is an extension of the class.
 - e. While the Association and the District agree that preference for study hall supervision is a teacher or teaching assistant, a teacher aide may be assigned to supervise the study hall at the discretion of the District. This provision is applicable specifically for seventh and eighth grade English labs. It is not meant to serve as a precedent nor a restriction upon either the Association or the District.
7. The number of different preparations by Teachers shall continue in accordance with current practice.
8. During the period beyond the mandatory school day, from 2:50 to 3:30, teachers shall offer extra help or other enriching activities four days each week, unless meetings or other building or District demands intervene. One day each week, to be selected by the individual teacher, this period shall be reserved for professional collaboration, with no student supervision requirement. Teachers will develop and submit their schedule for the period beyond the mandatory school day to the building principal prior to the start of each semester for revision and final approval.

Article XI (continued)

G. 9-12 Teaching Load

1. Each High School Teacher's daily academic load shall include six (6) periods of class, curriculum responsibility, study hall and noon or attendance duty plus homeroom/ attendance period.
 2. In addition to academic load, High School Teachers will have five (5) Responsibility Periods per week. The Responsibility Periods shall be planned by the affected team or department which plan shall be subject to final approval of the Building Administrator. The procedure is to be the same as that in Section F.5 of this Article.
 3. Except as set forth in paragraph 4 below, the class load for High School Teachers shall be held at an average unit size of one hundred twenty-five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.
 4. Within the limitations of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education, working with the Principal in each High School building may have the option of selecting from the following methods of scheduling load:
 - a) A maximum of forty (40) students per class, with a maximum total load per week of one thousand (1,000) or
 - b) A maximum of thirty-five (35) students per class, with a maximum total load per week of one thousand fifty (1,050).
 5. The number of different preparations by Teachers shall continue in accordance with current practice.
 6. Variations in the above formulas may be made by mutual agreement of a department or team and the Building Principal, due consideration being given to the type of program, the intended capacity of the facilities and safety requirements.
- H. When the District, due to experimental education programs approved by the Board, facility, or budget considerations, finds it necessary to deviate from the formulas set forth in Sections E, F, or G of this Article, it shall give advance notice thereof to the Association and to the Building President involved; and the Building Faculty and the Association President prior to implementation shall be given the opportunity to make comments and suggestions to the District relating to such deviation. Such comments and suggestions shall be communicated to the Board.
- I. By January 31 of each school year each Elementary and Middle School Principal will meet jointly with the Building Committee and Pupil Personnel Services Committees to discuss placement of students.

ARTICLE XII
TEACHER ASSIGNMENT, TRANSFER, AND PROMOTION

A. Teachers who are regularly assigned to teach in more than one building shall be paid for inter-school travel in accordance with the rate allowable with the Internal Revenue Service.

B. Salary and Assignment Notices

1. A Teacher's general teaching assignment, including scheduled compensation, shall be communicated to him/her by the District through issuance of a Salary and Assignment Notice on or prior to June 15, except where negotiations relating to compensation for the following School Year are not as yet completed, in which case the said Notice shall contain information as to assignment only. Each Teacher shall return a copy of the Salary Notice and Assignment Notice, properly signed, within fifteen (15) working days after issuance by the District.
2. Where a change in said Agreement is made after issuance of the Salary and Assignment Notice, the Teacher shall be notified within twenty-four (24) hours of the time when the District has determined the change to be necessary.

C. **Area of Assignment** – Assignment of teachers will be in accordance with the Commissioner's Regulations and law.

D. New Positions and Vacancies

1. When a new Teacher position or a substantial change in duties in an existing Teacher position is contemplated, the Superintendent shall distribute to each Building Representative a Notice containing a description of and qualifications for such new or substantially changed positions.
2. A Teacher desiring such position must apply in writing within ten (10) calendar days of the posting date as indicated on the notice. If he/she does so apply, he/she shall be granted an interview.
3. If an opportunity for such a new position occurs during the summer months, the notice required above shall be sent to the Association's designees.

E. Reassignment

1. A Teacher who desires a change in General Teaching Assignment which requires a transfer or part-time assignment shall file a written request for such assignment with the District Office or with his/her Building Principal.
2. When an opening for reassignment occurs, the District shall distribute to each Building Representative a written notice to that effect and personally notify any Teacher who had requested reassignment before the opening occurred.
 - a. A Teacher who has previously filed a request for such a reassignment must immediately, after being notified by the District, reaffirm his desire for the reassignment to the Superintendent of his/her Building Principal. If he/she does, he/she shall be given an interview.
 - b. A Teacher who has not filed a request for reassignment prior to posting of the notice, and who desires such reassignment, must apply for it in writing within two (2) days of distribution of the notice to the Building Representative. If he/she does so apply he/she shall be granted an interview.
 - c. One (1) day after completion of any required interviews, or five (5) days after distribution of the notice to the Building Representative, whichever last occurs, the reassignment of a Teacher requesting the same, or an appointment to other than a requesting Teacher may be made by the District.

F. Qualifications for Assignment – Appointment and assignments to any and all vacancies and opening shall be based upon qualifications, experience and training, and they shall be made without regard to age, race, color, creed, religion, marital status, nationality, ancestry, sexual orientation, disability, gender, or veteran status.

G. Probationary Service of Transferred Teachers – The transfer of reassignment of any tenured Teacher to a position outside of his/her existing tenure area shall require a probationary period in such new tenure area as required by law.

H. Involuntary Transfers

1. When involuntary transfers are necessary, a Teacher shall not be assigned to a position outside his/her tenure area.
2. Notice of proposed involuntary transfers shall be given by the District to the Teacher involved promptly upon knowledge of such transfers.
3. No Teacher shall be transferred involuntarily without good cause. An involuntary transfer shall be made only after a meeting between the Teacher involved and the Building Principal at which time the Teacher shall be notified in writing of the reasons for the transfer. If after such meeting the Teacher does not agree to the transfer, said Teacher may elect by written notice to the Superintendent to have a meeting with the Superintendent or his/her designee and the Building Principal directly involved for the purpose of having a full discussion of the matter. The final decision for such transfer is the responsibility of the Administration which shall give due consideration to District experience and other pertinent factors.
4. Notification of an involuntary transfer shall be given to the Teacher by May 14, if feasible, but no later than August 1, except in case of emergency.

ARTICLE XIII MENTORING PROGRAM

The District's mentoring program will operate in accordance with the following procedure:

- A. Mentors will be paid at the current curriculum development rate (Article XVII Section D) for hours spent in summer mentor training.
- B. Subsequent District meetings regarding the mentoring program will be held during the Work Day with release time provided to the teachers involved.
- C. Mentors and mentees will be given one (1) Work Day or its equivalent to pursue additional activities related to mentoring, beyond ongoing mentoring activities.
- D. Mentors will be tenured teachers.
- E. Mentees may be mentored for more than one year.

ARTICLE XIV EVALUATION

A. Principles of Observation and Evaluation

- 1. **Purpose** - The purposes of observation are improvement of instruction and evaluation of performance. By its nature the observation process engages Teachers and Administrators in a dialogue about teaching and learning, promotes professional development, and encourages teachers' self-reflection in assessing their own performance. Both observation and evaluation of teachers shall be continuous. Evaluation of work and performance included judgments resulting from both formal and informal observations. All formal observation of work and performance will be conducted openly with full knowledge of the Teacher.
- B. **Probationary Teachers** shall be formally observed a minimum of three (3) times during each probationary year. The District's goal shall be to complete the first of these three observations by October 31, the second by the end of the first semester and the third by March 31. By itself, failure of the District to meet this goal does not negate its right to make tenure decisions. Each of the three observations shall include at least one complete lesson or activity at the Middle School or High School Level. Following each observation, within a reasonable time thereafter, there shall be a personal conference held between the Teacher and the observer for the purpose of discussing said observation. At this conference it shall be the responsibility of both the evaluator and the Teacher to suggest remedial action where a need is indicated. The personal conference is between the Teacher and the Administrator, and no one else may attend unless consent is given by the Administrator.

Article XIV (continued) **Section B, Probationary Teachers** (continued)

Probationary teachers employed for less than a full year shall be observed at least once for each three (3) full months of employment. Teachers who are initially certified are required to submit to the building administrator after the second observation, within twenty (20) school days, a portfolio (in a simple folder) which includes no more than two sample lesson plans already implemented, and a summative reflection (two typed pages) on the teacher's instructional performance to date. The sample lesson plans should be for an instructional segment, one class period or lesson. The teacher may include two other items from the following list:

- Sample or digital photograph of student work
- Video clip on a DVD
- Assessment tool
- Communication with parents

This portfolio will be reviewed by the building administrator and teacher during the third post-observation conference.

- C. **Tenured Teachers** shall be observed not less than once each School Year. If remedial action is recommended as a result of the first observation, or if the Teacher makes written request to the District, there shall be a second observation. The District goal shall be to complete the observation(s) not later than March 31. Each such observation shall include at least one complete lesson or activity at the Middle School or High School level. Following each observation, within a reasonable time thereafter, there shall be a personal conference held between the Teacher and the observer for the purpose of discussing said observation. At this conference it shall be the responsibility of both the evaluator and the Teacher to suggest remedial action where a need is indicated. The personal conference is between the Teacher and the Administrator, and no one else may attend unless consent is given by the Administrator.

1. With the mutual agreement of an Administrator and a tenured Teacher, the procedure above may be replaced by the following alternate procedure:
 - a. By September 30, the Teacher develops a written statement of goals and an action plan for strengthening and improving instruction, and presents them to the Administrator.
 - b. By October 15, the Administrator and the Teacher meet to discuss the goals and plan.
 - c. By October 25, the Administrator approves or disapproves the goals and plan.
 - d. If approved by the Administrator, the teacher proceeds with the plan.
 - e. Prior to the completion of the Summary Evaluation, the Administrator and Teacher meet to review the outcomes and successes of the plan. At this meeting the Teacher will present a written statement of the outcomes and successes of the plan.
 - f. Under this alternate procedure, the Administrator or Principal retains the right to make formal and informal classroom observations.

Article XIV (continued)

- D. **Formal Evaluations** - All formal evaluations shall be in writing signed by the evaluator, and a copy of the same shall be given to the Teacher within ten (10) Working Days of the evaluation. The Teacher shall sign a copy of the evaluation at the time of its receipt, indicating approval or disapproval, the copy to be retained in his/her personal file. If he/she disapproves he/she may submit a written answer to the evaluation which shall be attached to the file copy.
- E. Failure of the Administration to comply with the evaluation procedures for tenured teachers as outlined above shall be interpreted to indicate satisfactory performance.
- F. **Notice of Tenure Denial** – Each Probationary Teacher who is not recommended for tenure shall be so notified by the Superintendent ninety (90) calendar days, if feasible, but in no event later than sixty (60) calendar days immediately preceding the expiration of said Teacher's probationary period.
- G. **Corrective Action and Dismissal** – A Teacher shall not be disciplined except for just cause. If a Teacher is considered by the Administration to be performing his/her teaching duties in an unsatisfactory manner to the point where corrective action is deemed necessary, the Administration should, prior to taking any disciplinary action meet with and inform the Teacher of the nature of the dissatisfaction and the proposed corrective action.

The Teacher may elect to have an Association Representative present at such meeting.

- 1. **Probationary Teachers** – The dismissal of a Probationary Teacher shall be in accordance with provisions of Section 3031 of the Education Law; provided, however, that if a Probationary Teacher has completed not less than two (2) years of service in the District and has requested and received the written statement containing reasons for recommendation that tenure not be granted or that services be discontinued, said Teacher may, within seven (7) days of receipt of such notification, request a hearing on the matter by giving written notice to that effect addressed to the person who sent him/her the notice. The requested hearing shall be held within seven (7) days of the receipt of the request, and if the Teacher so requests, a hearing. After the parties have expressed themselves at the hearing, the Board of Education shall make the final decision as to dismissal.

2. Tenured Teachers

- a) The dismissal of Tenured Teachers shall be in accordance with applicable provisions of the Education Law.
- b) **3020a Arbitration Option**
 - i. A tenured Teacher charged under Education Law 3020a shall have the option of using the Grievance Procedure in place of the procedures contained in Education Law 3020a. A tenured Teacher so charged shall have the ten (10) Working Days from receipt of the official notice of charges to choose to use the Grievance Procedure. Failure to properly notify the District shall constitute a waiver of his/her rights to select this option.
 - ii. A Teacher choosing the Grievance Procedure will waive the first three levels of the Grievance Procedure and will file directly at level 2, Arbitration. If suspended, under either Education Law 3020a or the Grievance Arbitration Procedure, the suspension will be with pay pending the decision of the arbitrator or the 3020a panel.

H. Teacher's Personnel File

- 1. There shall only be one (1) personnel file on each Teacher which is to be kept in the Building Principal's office. A Teacher shall have the right to review the contents of this file with the Building Principal or his/her designee or with the Assistant Superintendent for Personnel within one (1) week of a written request thereof. Personnel files shall be kept reasonably up to date by the Administration and the Teacher.
- 2. A Teacher will be notified in writing of any entry into his/her personnel file. When an entry is reported to a Teacher he/she may take written exception to it, which exception shall become part of the file.
- 3. Upon termination of employment in the District, upon request from the Teacher, a copy of his/her personnel file, shall be delivered to him/her.
- 4. A Teacher or the Association, with the Teacher's written permission shall be allowed to reproduce any materials in his/her personnel file.

**ARTICLE XV
SUBSTITUTE TEACHERS**

To the extent possible, the District will obtain certified substitute teachers as necessary to continue the educational program.

ARTICLE XVI STANDING COMMITTEE

- A. A committee to be known as the Building Committee shall be elected by each Building Faculty at the first Faculty Meeting of the fall semester.
- B. This committee shall meet with the Building Principal monthly (or at other times by mutual agreement) to discuss positive, innovative, corrective measures or possible changes to improve the building program.

ARTICLE XVII CURRICULUM DEVELOPMENT

A formal program for Curriculum Development shall exist in accordance with the following:

- A. **Purpose** – Work performed hereunder by eligible participants shall be designed to improve and develop curriculum for use by the Fayetteville-Manlius Central School District.
- B. **Eligibility** – Any Teacher or group of Teachers (department, team, grade level, etc.) interested in developing and writing curriculum for District use shall be eligible to participate in accordance with the rules and procedures set forth herein.
- C. **Procedure**
 - 1. The District has the authority to determine criteria for the proposals. If the Association wishes to submit its priorities or recommendations for criteria, it should do so by March 31.
 - 2. Proposals for participation in a Curriculum Development project must be submitted properly completed, on a District form. The District shall consult with the Association prior to any revision of the form. Said applications shall be submitted to the Building Principal.
 - 3. Proposals for the following school year should be submitted by March 31.
 - 4. Applications submitted after March 31 shall be approved or disapproved in writing by the Superintendent or his/her designee.
 - 5. The Building Principal shall review and forward each properly completed application to a designated District administrator for action by the District Curriculum Council.
 - 6. Final approval or disapproval of any project shall rest solely in the discretion of the Superintendent or his/her designee. A copy of each approved or disapproved application shall be furnished to the Association.
 - 7. Upon completion of the project, the finished product shall be submitted to the District by the Teacher(s) involved, and shall become the property of the District.

D. Compensation

1. Teachers performing Curriculum Development Project work under this Article shall, be paid at the hourly rate of twenty-five dollars (\$25.00) per hour.
2. The District shall make available annually for projects approved under this Article, the sum of seventy thousand dollars (\$70,000). It is not to be considered that there is a mandatory expenditure by the District of these amounts each year; or, if funds are available and approved projects are deemed necessary, shall the amounts be considered as maximums.

**ARTICLE XVIII
ADDITIONAL CREDIT HOURS**

Additional Credit Hours are those courses which are taken for the express purpose of strengthening a Teacher's skills in methodology, content or professional growth in his/her specific teaching assignment, or at the District's discretion, to become certificated in another certification area.

A. Definitions

1. **College Courses** are courses taught by college instructors for which full college credit is granted and for which tuition is charged. Four (4) general types of "courses" are considered herein:
 - a) **Standard Courses** are those conducted in a classroom and completed on a semester basis. Typically these will be graduate courses. Undergraduate courses may be taken, however, provided a comparable graduate level course is not available and the course would be otherwise approvable.
 - b) **Master Thesis Courses** are those requiring most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from three (3) to six (6) hours upon successful completion. Such courses are usually completed in a semester, but sometimes require two (2) semesters.
 - c) **Doctoral Dissertation Courses** are those which require most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from twelve (12) to eighteen (18) hours upon successful completion. Such courses are completed over a relatively long period ranging from one (1) to seven (7) years. For approved Doctoral Dissertation Courses, reimbursement shall be based on a credit allowance of two-thirds ($\frac{2}{3}$) of full college credit with a maximum allowance of twelve (12) hours in accordance with the following examples:

<u>College Credit</u>	<u>Reimbursement</u>
12 hours	8 hours
15 hours	10 hours
18 hours	12 hours
 - d) **Independent Study Courses** are online courses or other courses taught by college instructors which meet in other than a typical classroom setting. The amount of time expended, the nature of the requirements and the anticipated outcome must be similar to those of standard college courses.

2. **In-Service Courses** are courses either directly sponsored by the District or offered by other districts or agencies and approved for in-service credit by the District for which credit is granted as set forth below, and which are conducted at no charge to the Teacher:

<u>Sessions</u>	<u>Credit Hours</u>
16 (2 hours)	2
8 (2 hours)	1
4 (2 hours)	$\frac{1}{2}$
2 (2 hours)	$\frac{1}{4}$
1 (2 hours)	$\frac{1}{8}$

3. **Prior Approval Request Form** - The District will provide a Prior Approval Request Form that Teachers will file to receive college or in-service credit. This form may be modified by mutual agreement of the District and the Association.

B. Approval

1. Courses Other than Doctoral Dissertations

- a. Approval of each Additional Credit Hour Course shall be at discretion of the Superintendent or his/her designee after written application from the Teacher on the prescribed form. The application shall be submitted prior to registration for such course. Courses with an emphasis on travel will not be approved.
- b. The Superintendent or his/her designee shall return a copy of the application to the Teacher indicating approval or disapproval. In the event of disapproval, the reason therefore shall be set forth concisely. Where the application is disapproved, an additional copy of the disapproved application shall be sent to the Associations designee.
- c. A Teacher whose application is disapproved may request a hearing by an Approval Committee provided said request is in writing and endorsed by the Association. The Approval Committee shall have three members comprised of the Superintendent, one member chosen by the Association, and one chosen by the District.
- d. Following a meeting on the matter, the Committee by a majority vote shall render its decision, which shall be final as to whether the subject course(s) applied for is/are qualified as to strengthening the Teacher's skills in methodology, content, or professional growth in said Teacher's specific assignment.
- e. The maximum number of credit hours which may be taken each School Year shall be twelve (12) hours. Not more than one three-hour course (or four hours if it is a lab course) may be taken concurrently during the Academic Year.
- f. A full program of courses may be submitted to the Superintendent or his/her designee for approval during the term of the Agreement.
- g. A course taken by a Teacher at the Teacher's expense shall not qualify for horizontal column movement on the Salary Schedule; provided, however, that where a Teacher has applied to take and be reimbursed for a College Course, and said Course would have received approval under this section, except for the fact that the annual limit of District reimbursement provided for in section C below has already been allocated; then and in that event only, the Teacher whose application has been disapproved for this reason may elect, by written notice to the District to that effect, to reapply for approval of the same course to be taken at the Teacher's expense. Approval by the District shall be obtained prior to the commencement of such a course.

2. Doctoral Dissertations

Because of the long time period for completion of these courses, no prior approval will be given for courses commenced during the term of this Agreement. Instead, applications for approval and reimbursement shall be made only after completion of the dissertation, and shall be accompanied by an appropriate Certificate of Successful Completion and must be submitted within one (1) year after successful completion. The provisions of the then current Collective Bargaining Agreement between parties shall govern as to whether reimbursement is then available, and if so, the method of application, criteria for reimbursement, rate and method of reimbursement and any annual limitation as to amount of total reimbursement.

C. Reimbursement

1. Upon successful completion of an approved college course, the Teacher shall be reimbursed by the District for the actual cost to him/her of the course's tuition, student activity fees and lab fees, if any. Tuition vouchers issued to a Teacher shall be used to reduce the cost of tuition.
2. Total reimbursement per course shall not exceed two thousand dollars (\$2,000) unless a Teacher is matriculated in a degree program prior to May 1, 2008.
3. To receive reimbursement, the Teacher shall submit to the District a reimbursement form with proper receipts attached.
4. Total reimbursement by the District for additional Credit Hours shall not exceed the annual sum of two hundred thousand dollars (\$200,000).

**ARTICLE XIX
CONFERENCES AND MEETINGS**

Advancement of Profession – Teachers who are elected delegates or alternates shall be permitted to attend meetings as set forth below:

- A. **Annual Meeting of the State Organization (NYSUT)**, each of four (4) delegates may attend up to three (3) days.
- B. **New York State Teachers Retirement Board**, each of two (2) delegates may attend up to two (2) days.
- C. **Annual Meeting of the National Organization**

These meetings are presently held during summer vacation. If, during the term of this Agreement, the schedule is changed so that such meetings are held during the Academic Year, the attendance permitted to Teacher delegates shall be mutually agreed to by the District and the Association.

**ARTICLE XX
TEACHER IMPROVEMENT**

A Teacher improvement plan is a plan which addresses the performance of Teachers whose performance is determined by the District to be in need of improvement. The Superintendent or his/her designee in consultation with the teacher shall develop such a plan. The teacher may be required to participate in the plan for up to thirty (30) hours per year outside of the regular workday.

**ARTICLE XXI
SALARY**

- A. The 2008-09, 2009-2010, and 2010-2011 salary schedules included in this Agreement are intended to represent the salary increases for Teachers within the salary schedule. For teachers off the salary schedule base salaries will increase by 4.00% in each of the three years.
- B. The District shall have the right to hire a newly employed Teacher at a salary in excess of the otherwise applicable rate set forth in the applicable Salary Schedule. The District shall use this right to accomplish the addition to its teacher staff of exceptionally qualified Teachers, and shall submit to the Association a list of Teachers so hired by October 1. Any credit for salary placement under this paragraph shall not be considered as service to the District to qualify for any benefit in this Agreement requiring years of service in the District.

C. Pay Day Schedule

1. For the Academic Year, Teachers shall be paid at the end of the first week of work. A bi-weekly schedule will then be established for the remainder of the school year. When a payday so scheduled occurs more than three (3) days into vacation period, checks will be mailed to the Teachers not later than the scheduled payday, if prior arrangements have been made with the payroll department. If a Teacher desires a paycheck mailed to other than his/her home address, a stamped self-addressed envelope must be left with the payroll department prior to the scheduled mailing.
2. A Teacher may elect to have his/her bi-weekly pay spread over twenty-seven (27) periods. The last six (6) such payments shall be paid on the last scheduled payday in June.
 - a. The Teacher desiring this twenty-seven (27) period pay agreement and who is currently employed by the District, must so advise the District in writing on or before July 1. Where a Teacher has selected the twenty-seven (27) period pay arrangement, such arrangement shall continue from year to year until such time as he/she notifies the District in writing of his/her wish to terminate it. After such request termination shall be effective only after the end of the school year in which notice is given.
 - b. A Teacher employed anytime subsequent to July 1 of the contract year must make this choice of pay periods prior to commencing work.

D. Teachers and National Service

Service in the armed forces, Peace Corps, and Volunteers in Service to America (VISTA) represents a contribution to the nation. A Teacher who has served in any of these groups, and who at the time of commencement of such service was eligible for employment as a Teacher in the District, shall receive credit for each year of such service up to two (2) years for the purpose of salary step placement.

Article XXI (continued)

E. Salary Schedules

1. 2008-09 BASIC SALARY SCHEDULE

Step	BA Column 4	BA+30 Column 5	BA+45 Column 5.5	BA+60 Column 6	BA+75 Column 6.5	BA+90 Column 7
1	41,266	42,514	43,196	43,877	44,594	45,312
2	41,766	43,014	43,696	44,377	45,094	45,812
3	42,381	43,682	44,392	45,103	45,856	46,610
4	42,996	44,353	45,093	45,833	46,621	47,409
5	43,609	45,024	45,792	46,561	47,386	48,211
6	44,222	45,696	46,494	47,293	48,153	49,013
7	44,836	46,358	47,191	48,024	48,920	49,816
8	45,462	46,998	47,991	48,984	49,848	50,712
9	46,101	47,637	48,791	49,944	50,884	51,823
10	46,742	48,277	49,590	50,903	52,055	53,206
11	47,382	48,920	50,392	51,864	53,226	54,588
12	48,024	49,561	51,456	53,350	54,700	56,051
13		50,761	52,601	54,441	55,984	57,528
14		52,302	54,137	55,973	57,517	59,061
15				57,501	59,043	60,585
16				59,026	60,568	62,110

2. 2009-2010 BASIC SALARY SCHEDULE

Step	BA Column 4	BA+30 Column 5	BA+45 Column 5.5	BA+60 Column 6	BA+75 Column 6.5	BA+90 Column 7
1	42,417	43,715	44,423	45,132	45,878	46,624
2	42,917	44,215	44,923	45,632	46,378	47,124
3	43,437	44,735	45,443	46,152	46,898	47,644
4	44,076	45,429	46,168	46,907	47,690	48,474
5	44,716	46,127	46,897	47,666	48,486	49,306
6	45,354	46,825	47,624	48,423	49,281	50,140
7	45,991	47,523	48,354	49,185	50,079	50,974
8	46,630	48,212	49,079	49,945	50,877	51,809
9	47,280	48,878	49,910	50,943	51,842	52,741
10	47,945	49,543	50,742	51,942	52,919	53,896
11	48,611	50,208	51,573	52,939	54,137	55,335
12	49,278	50,876	52,407	53,938	55,355	56,771
13		51,544	53,514	55,484	56,888	58,293
14		52,792	54,705	56,619	58,224	59,829
15				58,212	59,817	61,423
16				59,801	61,405	63,009

3. 2010-2011 BASIC SALARY SCHEDULE

Step	BA Column 4	BA+30 Column 5	BA+45 Column 5.5	BA+60 Column 6	BA+75 Column 6.5	BA+90 Column 7
1	43,614	44,964	45,700	46,437	47,213	47,989
2	44,114	45,464	46,200	46,937	47,713	48,489
3	44,634	45,984	46,720	47,457	48,233	49,009
4	45,175	46,524	47,261	47,998	48,774	49,550
5	45,839	47,247	48,015	48,783	49,598	50,413
6	46,504	47,972	48,772	49,573	50,425	51,278
7	47,168	48,698	49,529	50,360	51,253	52,145
8	47,830	49,424	50,288	51,152	52,082	53,013
9	48,495	50,141	51,042	51,943	52,912	53,881
10	49,171	50,833	51,907	52,981	53,916	54,851
11	49,863	51,524	52,772	54,019	55,036	56,052
12	50,556	52,216	53,636	55,056	56,302	57,548
13		52,911	54,504	56,096	57,569	59,042
14		53,605	55,654	57,703	59,164	60,625
15				58,883	60,553	62,222
16				60,540	62,210	63,880

1. Explanatory Notes

- a. A Teacher who is no longer within the salary schedule, who accumulates sufficient additional credit hours for column movement, shall receive, in addition to the raise accorded Teachers also off the salary schedule, an amount equal to the difference between the last step of the column being left and the corresponding step in the new column.
- b. Once a Teacher moves off the salary schedule subsequent course credit will not return the Teacher to the salary schedule.

F. Additional Degrees – Teachers who earn degrees beyond the Bachelor's in their assignment area will be compensated as follows:

Masters	\$1,450
C.A.S.	\$1,100
Doctorate	\$1,200
National Board Certification	\$2,000

G. Curriculum Development and Home Instruction

\$25 per hour

H. Employment Beyond the Work Year – Except for Summer School Instruction for which an hourly rate is paid, Teachers will be paid on a per diem basis (1/200 of regular salary) for employment beyond the Work Year as set out in Article X.

Article XXI (continued)

- I. **Summer School** – Teachers appointed by the District to teach in the District's summer school program will be compensated in the amount of two thousand two hundred dollars (\$2,200) for the required thirty-two (32) days, per ninety (90) minute class, including all preparation and all proctoring and scoring responsibilities required for summer school final exams. While the District is not obligated to the Fayetteville-Manlius Teachers, certified Fayetteville-Manlius Teachers are given first consideration for the position of summer school teacher. Sick leave for summer school will be three (3) days, non-cumulative.
- J. **Subject Area Coordinator's Schedule** - Coordinators shall receive a salary based on their proper placement on the Basic Salary Schedule plus ten percent (10%) for duties performed during the academic year.
- K. **Counselors** – Counselors are expected to work during the student summer vacation period. A schedule of summer workdays for Counselors will be provided by the District by May 1 of each year.
- L. **High School Instructional Specialist and Middle School Department Leaders** – Job descriptions for these positions will be developed by the District. The District will notify the Association by May 1 each year of the departments for which it intends to employ Instructional Specialists or Department Leaders for the following school year. Compensation and released time for these positions shall be allocated as follows:
 - 1. **Middle School Department Leaders** – Twelve hundred dollars (\$1,200) per Department leader. No released time.
 - 2. **High School Instructional Specialists** – Each Instructional Specialist shall be compensated at the rate of one hundred fifty dollars (\$150.00) for each Teacher in his/her department, but in no case less than one thousand dollars (\$1,000). In addition, the following schedule of released time will occur:

1-7	Teachers in department, no released time
8-12	Teachers in department, one (1) released class
13 and more	Teachers in department, two (2) released periods, (one (1) class, one (1) duty or two (2) classes)
- M. **Additional Required Course Work** – Teachers required to complete credit hours for the purpose of becoming certificated in another certification area shall receive curriculum development pay for the necessary classroom hours.
- N. **Additional Credit Hours Beyond Column 7** – will increase salary by three hundred dollars (\$300.00) per three (3) credit hours up to a maximum of six (6) credit hours or six hundred dollars (\$600.00) per year for courses after July 1, 2008. District in-service credit may be used in this calculation. A maximum of nine (9) credit hours per year will be allowed for tuition reimbursement. When a Teacher moves beyond Step 16, Column 7, salary will be increased by three hundred dollars (\$300.00).
- O. **Employment Beyond the School Day** – Whenever a Teacher is asked by the District to work beyond the Teacher Work Day for the purpose of academic remediation, the teacher will be reimbursed at the curriculum development rate for such additional service.

Article XXI (continued)

- P. **Honorarium** – An honorarium of two hundred fifty dollars (\$250.00) per teacher will be provided to each mentor.

**ARTICLE XXII
EXTRA ASSIGNMENT COMPENSATION**

- A. **Extra-curricular Activities, etc.** – Teachers shall be paid for duties assigned beyond their normal load and workday. Payment shall be based upon the established hours for each activity. Teachers with continuing appointments from 1983-84 will receive an annual increase of eight (8%) percent for the duration of this Agreement. All other teachers shall be compensated at the following hourly rates:

Athletics, Intramurals and Co-Curricular:	\$19.50
SAT Proctor:	\$25.00
Bus Duty:	\$16.50

Coaches' salaries shall be increased by 4% per year for the duration of this agreement. Per diem salary for post season play for varsity coaches will be paid beginning with the sixth practice or contest day.

In 2008-09, the District and the Association will write the procedures for determining coaches' base salaries, salary caps and the dollar amount for prior years of coaching experience.

Article XXII (continued)

B. **Activities to be compensated are:**

1. **Interscholastic Sports**

BOYS

Baseball

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Basketball

Varsity
J.V.
Freshman
Modified

Bowling

Varsity, Asst. Varsity

Cross Country

Varsity, Asst. Varsity

Football

Varsity, Asst. Varsity
J.V., Asst. J.V.
Freshman, Asst. Freshman
Modified, Asst. Modified

Golf

Varsity
J.V.

Ice Hockey

Varsity, Asst. Varsity

Lacrosse

Varsity, Asst. Varsity
J.V., Asst. J.V.
Freshman, Asst. Freshman
Modified, Asst. Modified

GIRLS

Basketball

Varsity
J.V.
Freshman
Modified

Cheerleaders

Varsity
J.V.

Bowling

Varsity

Cross Country

Varsity, Asst. Varsity
Modified

Field Hockey

Varsity
J.V.
Modified

Golf

Varsity, Asst. Varsity

Gymnastics

Varsity, Asst. Varsity

Lacrosse

Varsity, Asst. Varsity
J.V., Asst. J.V.
Freshman, Asst. Freshman
Modified, Asst. Modified

Article XXII (continued)

Interscholastic Sports (continued)

BOYS

Soccer

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Swimming

Varsity, Asst. Varsity

Tennis

Varsity

Track

Varsity, Asst. Varsity
Modified

Volleyball

Varsity
J.V.

Winter Track

Varsity, Asst. Varsity

Wrestling

Varsity
J.V.
Modified

GIRLS

Soccer

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Softball

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Swimming

Varsity, Asst. Varsity

Tennis

Varsity
J.V.

Track

Varsity, Asst. Varsity
Modified

Volleyball

Varsity
J.V.
Freshman
Modified

Article XXII (continued)

2. Extra Duty – Non- Athletic

Position

Athletic Association – HS	All County Music Competition
Central Treasurer – HS	Chorale Director
Drama Director – HS	Showboat Director
Asst. Drama – HS	Showboat Producer
Yearbook – HS	“Swing 16”
“Voices” – HS	Jazz Ensemble
“Sting” – HS	String Ensemble
Speech Club – HS	Thespian Advisor – HS
Student Government – HS	Math League Advisor – HS
National Honor Society – HS	Asst. Math League Advisor – HS
Senior Class Advisor – HS	PEP Band Director
Junior Class Advisor – HS	Marching Band Director – Middle
Sophomore Class Advisor – HS	School Store – Middle
Freshman Class Advisor – HS	Volunteer Program
Model U.N. – HS	Science Olympiad – HS and MS
Marching Band Director – HS	Saturday Suspension Supervisor
Marching Band Flag & Dance – HS	Mock Trial Advisor
Yearbook – Middle	Graduation Advisor
Drama – Middle	Soprano/Alto Choir
Central Treasurer – Middle	Special Education Swim Program
Character Education Coordinator – HS	Archaeology Club
High School Spring Musical – Producer	Broadcast Journalism
High School Spring Musical – Director	Jr. State of America
High School Spring Musical – Assistants	Learning Center
Assistant – Choreographer	Crew Advisor
Assistant – Music	Crew Advisor Assistants (2)
Assistant – Orchestra, Set & Vocal	Astronomy Facilities Cord.
Math Counts – MS	Astronomy Facilities Cord. Asst.
Ski Club Advisor – HS & MS	Chemical Hygiene Officer – HS
SAT Coordinator – HS	SSD Test Coordinator – HS
PSAT Supervisor – HS	Assoc. PSAT Supervisor - HS

C. Provisions for Activities

1. All Extra Duty Assignments

The hours assigned have been mutually and equitably worked out and have been capped according to present conditions and responsibilities. Anyone proposing a change of conditions or increased responsibility:

- a. Must prepare a written statement outlining the nature of the change.
- b. Present the statement to a joint committee of the Association and the District for review.
- c. Such review will be accomplished by June 1 of the preceding contract year.

2. Athletic Assignments

Until the satisfactory completion of all duties and responsibilities that pertain to each coaching season are fulfilled, the School District may withhold final compensation for that season.

3. **Bus Duty** – Compensation for Teachers performing bus duty will be the product of the hourly rate listed and the number of hours per day as established by the Superintendent.
4. **Intramural Coaches** – Teachers will be compensated for Intramural Coaching duties performed after the end of the normal teaching day.

Compensation for Assistant Intramural Coaches will be the product of the number of assigned hours and the hourly rate.

D. Academic Overload

1. Teachers given an extra Academic assignment shall be paid for the performance of such assignment, eight (8%) percent, per semester, of the applicable Step of the Bachelor's column (column four) of the Teacher's Salary Schedule.
2. If it becomes necessary to have in one school building more than one (1) class of overload in a single subject area (for example, high school math), the District shall hire a part-time Teacher to handle the extra classes necessary in that subject except where otherwise agreed to by the parties.

E. Dismissal

1. Assignment of Teachers to duties for which Extra Assignment Compensation is paid is on an annual basis. If the District determines to either discontinue the position or terminate the Teacher who is performing the assignment, it shall notify the Teacher of that decision not less than thirty (30) calendar days in advance of the effective date of termination. Such Teacher may, within seven (7) calendar days of receipt of the notice, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven (7) calendar days thereafter such written statement shall be furnished. Such Teacher may either file a written response to such statement with the Superintendent within seven (7) calendar days after receipt of the statement containing the reasons, or as an alternative, request a hearing on the matter by giving notice to that effect addressed to the person who sent him/her the notice.
2. The requested hearing shall be held within seven (7) calendar days of receipt of the request, and if the teacher so requests, a representative of the Association shall be present at the hearing.
3. After the parties have expressed themselves at the hearing, the Superintendent shall make the final decision as to dismissal.

Article XXII (continued)

F. **Resignation** – A Teacher performing an Extra Compensation Agreement shall resign thirty (30) calendar days in advance by providing a written notice to that effect to the Superintendent and the teacher's applicable Building Principal or Immediate Supervisor, which notice shall specify the effective date of termination. The District shall be considered as having received notice of resignation on the day the notice is actually received by the Superintendent.

G. **Posting**

1. Upon dismissal or resignation of a Teacher performing an Extra Compensation Assignment that will continue, or where a new Extra Assignment is created, the Superintendent or his/her designee, shall, not later than ten (10) working days after the effective date of termination, resignation, or creation of a new assignment, distribute to each Building Representative a notice containing a description of such assignment.
2. A Teacher desiring such assignment must apply for it in writing within ten (10) working days of distribution of the notice. If he/she does apply, he/she shall be granted an interview, or within thirty (30) calendar days after posting of the required notice, whichever last occurs, the said assignment may be filled by the Superintendent or his/her designee either from among applying Teachers or from such other source as the Superintendent determines.
3. If the dismissal or resignation from an existing assignment or the creation of new assignment occurs during the summer months, the notice required shall be sent to the Association's designee.

**ARTICLE XXIII
TERMINATION PAY PLAN**

A. **Maximum Entitlement**

Maximum entitlement is thirty thousand dollars (\$30,000).

B. **Eligibility**

This payment will be made available to those teachers who are in their first year of eligibility to retire with full benefits from the New York State Teacher Retirement System.

C. Irrevocable Letter of Resignation For the Purpose of Retirement

A Teacher who elects to retire under this plan shall submit an irrevocable letter of resignation to the District in the form illustrated in Appendix C to this Agreement. This letter shall be submitted to the District in accordance with the following:

1. The letter of resignation is to be submitted by February 1st of the year of the effective date, except under circumstances set forth in sub-paragraph 2 below regarding a disability.
2. If, after February 1st, an eligible Teacher becomes wholly or continually disabled and prevented from performing the his/her duties as a Teacher, and if the Teacher notifies the District within one month of the disability's occurrence, the Teacher may submit an irrevocable letter of resignation together with proof of disability. The effective date set forth in the letter of resignation should be no later than the 1st day of the month following that in which the disability occurs.

D. Change of Circumstance - A Teacher who experiences a change in circumstance which causes the Teacher to submit an irrevocable letter of resignation for the purpose of retirement after February 1st or which causes the Teacher who previously submitted a letter of resignation for the purpose of retirement to have the letter revoked can appeal to the District for reconsideration in which case the District's decision on these matters shall be final and binding on the Teacher.

E. Payment

1. If a Teacher files an irrevocable letter of resignation for the purpose of retirement prior to November 1st of his or her last year of employment, the District will pay the maximum entitlement of thirty thousand dollars (\$30,000) in two installments of fifteen thousand dollars (\$15,000) as a non-elective employer 403(b) contribution. Such employer contribution will be made to a 403(b) carrier chosen by the employee.
2. A teacher may file an irrevocable letter of resignation by November 1st of the third year before the effective date of retirement. In this case, the Teacher will receive a non-elective employer 403(b) contribution of ten thousand dollars (\$10,000) in each of those three years, paid in six installments. Such employer contribution will be made to a 403(b) carrier chosen by the employee.
3. If a Teacher files an irrevocable letter of resignation for the purpose of retirement after November 1st and by February 1st of his or her last year of employment, the maximum entitlement of thirty thousand dollars (\$30,000) will be paid as a non-elective employer 403(b) contribution within ten days of the effective date of retirement. Such employer contribution will be made to a 403(b) carrier chosen by the employee.

F. Incentives

1. If a Teacher has submitted a letter of resignation for the purpose of retirement with service to be completed at the end of a school year in which the District offers an additional incentive, or accepts an incentive offered by the State, said Teacher shall be eligible for the benefits contained in the additional or State incentive in lieu of the original incentive accepted by the Teacher.
2. Upon agreement with the Association President, the District may offer a retirement incentive that exceeds the amount stipulated in this Article.

G. Additional Attendance Retirement Incentive

Upon retirement a non-elective employer contribution equal to thirty-five dollars (\$35.00) per each accumulated, unused, and forfeited sick day to a maximum of seven thousand dollars (\$7000). If a teacher files an irrevocable letter of resignation for the purpose of retirement by February 1st of his/her last year of employment, the employee who has started the year with a balance of 200 sick days will be granted an additional 10 sick days. The total accumulation of sick days may not exceed 200 days on the date of retirement for the purpose of the additional attendance retirement incentive.

**ARTICLE XXIV
INSURANCE AND ANNUITIES**

A. Health, Dental and Vision Insurance

1. The District shall provide a shared-cost hospitalization and medical insurance plan, as well as a dental insurance plan. Selection of insurance carrier will be made mutually by the District and the FMTA. It is agreed that insurance coverage shall be provided at the lowest cost as long as benefits are identical to, and processing provisions are equivalent to, those in 1982-83. In addition, the District shall provide a dental plan. The dental plan will change to Prime Blue Schedule 31 Dental Plan. Teacher contributions shall be a percentage of the premium; individual coverage ten percent (10%), dependent coverage twenty-five percent (25%).
2. A vision care plan shall be provided as mutually agreed by the District and FMTA. Teacher contributions shall be a percentage of premiums: individual coverage zero percent (0%), dependent coverage ten percent (10%).
3. A Teacher who retires from the District shall be entitled to maintain existing health, dental, and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active Teacher. Dependent coverage may be maintained at full cost to the retiree. If the retired Teacher's coverage at the time of retirement included coverage for a spouse, said spouse shall have the option, in the event of the death of the insured Teacher prior to age 65, of maintaining his/her coverage to age 65, and shall pay the full cost thereof.
4. During the 2008-09 year, the co-pay for prescription drugs will be four dollars (\$4.00) for each generic drug and eight dollars (\$8.00) for each brand-name drug. For 2009-2010 and 2010-2011, the co-pay will be one dollar (\$1.00) for each generic drug and fifteen dollars (\$15.00) for each brand-name drug.

Article XXIV (continued)

- B. **Disability Insurance** – As a supplement to sick leave benefits provided in this Article, the District agrees to participate in setting up a program of long-term disability benefits through a mutually agreeable insurance company program at a cost to the District not in excess of fifteen thousand (\$15,000) dollars per year.
- C. **Tax Sheltered Annuities** – The District shall make payroll deductions for the purchase of tax- sheltered annuities in accordance with the applicable payroll deduction authorization for each Teacher.
- D. **Health Insurance Buyout Option**
 - 1. Effective September 30, 2008 an annual health insurance buyout option will be available. Any active unit employee who is eligible for health insurance may elect in advance not to participate in the health insurance program for the year. The employee who elects this option must provide proof of alternate health coverage and complete the necessary forms provided by the District. The employee may receive seven hundred dollars (\$700) for individual coverage and nine hundred dollars (\$900) for family coverage.
 - 2. The employee may return to coverage at any open enrollment period or at any time there is a change in legal circumstances pursuant to IRS Section 125 rules (marriage, death divorce, etc.) If the employee resumes coverage before the full year is complete, the payment shall be pro-rated.
 - 3. Employees must elect to participate in the buyout option by the annual enrollment date in the school year in which the buyout is effective. New employees must elect this option within 30 days of the date of hire at which time the amount will be pro-rated. Buyout payments shall be paid in equal installments based on health insurance deduction schedule.

ARTICLE XXV SICK LEAVE

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education is the Teacher. Accordingly, regular Article Teacher attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Teacher to be absent. The intent of these provisions is to define the conditions for which a Teacher may be absent while emphasizing the importance of regular Teacher attendance. To the extent possible, Teachers will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent or significant relationship).

A. Accrued Sick Leave

1. To be eligible for sick leave a newly employed Teacher shall have worked for the District for not less than a full month.
2. A Teacher shall be allowed twenty (20) days per school year at full salary for personal illness.
3. Sick leave days in this amount shall be credited to the account of the Teacher at the beginning of employment, and unused sick leave days added at the beginning of each succeeding year.
4. Sick leave may be used for the days credited to the Teacher's account to a maximum of two hundred (200) school days at full pay with the following restrictions:

Sick leave is not intended to and shall not be used for any other reason than illness or medical disability of the Teacher. Medical disability of a Teacher shall include a period while pregnant during which she is physically disabled from performing her duties as a Teacher. In connection with such pregnancy-related disability, applications for sick leave shall be governed by the applicable provisions (See Parental and Maternity Leaves, Article XXVII).

- B. **Written Statement of Accrued Sick Leave** – By October 1 of each Academic Year, each Teacher shall receive a written statement specifying the number of days of sick leave used during the previous Academic Year and the total number of accumulated days of sick leave.
- C. **Physician's Certificate** - The Superintendent/designee may request a physician's certificate from the Teacher who has been absent more than five (5) consecutive days.

Article XXV (continued)

- D. **Disability After a Teacher is Eligible to Retire** - Where a Teacher who is eligible for retirement at the end of a given school year but is not required by law to retire at such time, has given timely notice to the District of intent to continue teaching during the following school year, and subsequent to giving of such notice and before conclusion of a subsequent school year, becomes ill and is unable to continue teaching (with certification to that effect by his/her physician), the following rules shall apply:
1. If such Teacher is unable to report for work on September 1, and his/her doctor certifies that in his/her opinion the Teacher can return to work on or before November 1 of the year involved, said teacher shall be allowed to use accumulated sick leave to cover the period from the commencement of school until the day he/she is able to and does return to work: provided, however that while he/she may return any time he/she is able on or before November 1, if unable to return on or before that date he/she must remain out for the balance of the fall semester. If the physician's estimated date of ability to return to work is to work prior to the end of the fall semester. The maximum amount of accumulated sick leave to be used for this purpose shall be the number of workdays required to complete the school year.
 2. If the Teacher is unable to report for work at the beginning of the spring semester, the same condition shall apply for that semester except the date April 1 shall be substituted for November 1, etc.
 3. This subparagraph is intended as a specific exception to the restriction contained in paragraph A.4 of this Article.
- E. If permitted under existing State Law, where a Teacher has commenced teaching during a school year at the end of which he/she would be eligible for full retirement, and during such school year is unable to continue teaching as certified to by his/her physician, said Teacher shall be allowed to use accumulated sick leave, as days worked for the purpose of attaining full retirement eligibility.
- F. Sick leave days shall be apportioned to part-time Teachers on a prorated scale based on that portion of time for which they are contracted.

ARTICLE XXVI OTHER LEAVES

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education is the Teacher. Accordingly, regular Teacher attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Teacher to be absent. The intent of these provisions is to define the conditions for which a Teacher may be absent while emphasizing the importance of regular Teacher attendance. To the extent possible Teachers will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent, or significant relationship).

A. Parental and Maternity Leaves

1. A leave of absence without pay may be granted to a Teacher by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two (2) years.
2. A Teacher shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of adoption, as to said Teacher's election of the type of leave desired, which shall be one of the following:
 - a. Parental leave of absence without pay pursuant to Section A.1 of this Article (pregnancy or adoption); or
 - b. Sick leave during the period when she is physically unable to perform her duties as a Teacher (pregnancy only); or
 - c. Sick leave during said period of pregnancy-related disability plus a parental leave of absence without pay commencing on termination of the said period of disability (pregnancy only).

3. Procedure

The notification to the District shall be submitted on the form attached as Appendix I (1) and Appendix I (2), if applicable.

- a. For a parental leave of absence, the commencement and termination date shall be agreed to by the Teacher and the Superintendent/designee. In the event this period should need to be altered, an alteration shall be mutually agreed upon by the Superintendent/designee and the Teacher.
- b. For sick leave during the period of pregnancy-related disability only, the Teacher shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached hereto (Appendix I - (2)), as to date of commencement of the disability and an estimate as to its duration.

At any time after such a sick leave has continued for a period of six (6) weeks after delivery, the Teacher upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues (Appendix I - (3)).

Article XXVI (continued) **Section A.3, Procedure**, continued

- c. For a combined sick leave and parental leave of absence without pay, the Teacher shall first proceed with the provisions of Section A.3.b. above; and then apply for a parental leave in accordance with Section A.3.a.
- d. A Teacher who is on the sick leave portion of a parental leave may elect to return to teaching anytime prior to the beginning of the unpaid portion of the parental leave, thereby terminating the leave at that point.

B. Sickness and Death in the Immediate Family

1. Each Teacher shall be granted up to three (3) days of leave with full pay per year for each death in the family. Such leave shall be on a non-cumulative basis.
2. Each Teacher shall be granted up to four (4) days of leave with full pay per year for each serious illness in the family. Such leave shall be on a non-cumulative basis.
3. "Family" for purposes of paragraphs 1 and 2 consists of:

Husband	Guardian	Daughter
Wife	Sister	Father-In-Law
Mother	Brother	Mother-In-Law
Father	Son	Significant relationship

"Significant relationship" shall refer to a person who has had a long, exceedingly close, family-type relationship with the Teacher.

C. Leave of Absence Without Pay

1. The Board, at its discretion, may grant leaves of absence without pay for periods generally not to exceed one (1) year. The application for such leave, accompanied by reasons for the request, shall be made to the Board through the applicant's Immediate Supervisor.
2. A Teacher requesting a leave of absence shall be notified at the time of action on the request whether or not a salary step will be granted in connection with such leave.
3. A Teacher granted a leave of absence shall be entitled to the then current health insurance benefits, the full cost to be paid by the Teacher.

- D. **Jury Duty** – A Teacher shall suffer no reduction from his/her regular pay while serving as a juror.

Article XXVI (continued)

E. Personal Leave

1. A Teacher shall be entitled, during each academic year, to not more than three (3) personal leave days with pay, such leave to be taken on reasonable notice to the Administration. No reason for the leave need be given by the Teacher at the time a request is made for the same, except as specified in paragraph 4 below.
2. If unused by the end of a school year, remaining personal days will be converted to sick days and accumulated under the sick leave category as defined in Article XXV.
3. It is the intention of the parties that the privilege of personal leave is granted to enable a Teacher to take such days per school year for a valid reason. Recognizing that a teacher's primary professional responsibility is to the students, the only criterion required to establish validity for use of personal day, when such establishment is requested by the Administration, shall be the Teacher's written declaration that the purpose of any given personal leave exceeds the teacher's professional responsibility to his/her students.
4. It is the intent of personal leave that it not be used to extend a vacation period. For this provision a "vacation" means any interval during the academic year that includes two or more consecutive vacation days or school holidays, i.e., Thanksgiving vacation or Friday or Monday school holidays around the same weekend. Personal leave may be used on a day before or day after a "vacation" except when its purpose is to extend a personal vacation. Hence on a day immediately preceding or succeeding a vacation period a reason must be given in writing.

The Superintendent is authorized to grant additional leave under unusual circumstances, which, in his/her judgment, justify such an exception.

LEGAL PROVISIONS

ARTICLE XXVII TAYLOR LAW STATEMENT

Taylor Law Clause – Sec. 204-a Agreements between Public Employers and Employee organizations:

“It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.”

ARTICLE XXVIII ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties on the subject matter set forth herein, supersedes and replaces that certain Agreement between the parties hereto dated July 1, 2008, and may be modified or amended only by written agreement of the parties. The District and the Association agree that all terms and conditions not covered by this Agreement shall continue to be subject to the District's decision and control and shall not be the subject of negotiations until the commencement of a successor to this Agreement.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

Dated: 6/30/08 By: Corliss Kaiser
Dr. Corliss Kaiser
Superintendent of Schools

FAYETTEVILLE-MANLIUS TEACHERS ASSOCIATION

Dated: 6/30/08 By: Barry W. Miller
Barry Miller
President, FMTA

APPENDIX A

Fayetteville-Manlius School District

Teacher Summary Evaluation Form

Teacher's Name _____ Date _____

Grade Level/Subject _____ School _____

I. PLANNING AND ASSESSMENT	COMMENTS:
<p>A. Possesses a conceptual understanding of the content.</p> <p>B. Develops goals that reflect high expectations for student performance.</p> <p>C. Uses a variety of resources and materials.</p> <p>D. Demonstrates understanding of New York State Learning Standards.</p> <p>E. Uses a variety of assessment techniques to monitor student achievement.</p> <p>F. Reflects upon practice to modify instruction.</p> <p>G. Uses research to guide instruction.</p>	
II. INSTRUCTION	COMMENTS:
<p>A. Implements instruction with clear objectives and expectations.</p> <p>B. Actively engages and motivates students.</p> <p>C. Maintains appropriate tempo and pace.</p> <p>D. Uses techniques that develop higher order thinking skills.</p> <p>E. Uses a variety of strategies that are developmentally appropriate.</p> <p>F. Integrates technology into instruction.</p> <p>G. Effectively teaches all assigned curricula.</p>	
III. LEARNING ENVIRONMENT	COMMENTS:
<p>A. Establishes a positive and safe classroom environment.</p> <p>B. Creates and maintains a physical setting that promotes learning.</p> <p>C. Establishes and maintains rapport with students.</p> <p>D. Helps students develop positive self-concept.</p> <p>E. Develops appropriate student behavior.</p> <p>F. Promotes an appreciation for diversity, multicultural awareness, and gender sensitivity.</p>	

IV. PROFESSIONALISM

COMMENTS:

- A. Models positive character traits.
- B. Maintains a professional demeanor.
- C. Contributes to total school program.
- D. Works cooperatively with staff members.
- E. Works cooperatively with administration.
- F. Is open to suggestions.
- G. Meets responsibilities promptly and completely.
- H. Pursues professional development.

V. COMMUNICATION

COMMENTS:

- A. Speaks and writes effectively.
- B. Listens actively.
- C. Communicates effectively with parents.

ADDITIONAL COMMENTS:**Attendance** as of Month Day YearDeath _____
Family _____
Personal _____Sickness _____
Excused _____
Conference _____Jury _____
Field Trip _____
School Visitation _____

I do, do not agree with the above evaluation

Teacher's signature _____ Evaluator's signature _____

Date _____ Date _____

APPENDIX B
GRIEVANCE LOG

	Date Began	Grievant	Immediate Supervisor	Nature of Grievance	Outcome of Action	Date Ended
First Phase						
Second Phase						
Level 1						
(i)						
(ii)						
Level 2						
(i)						
(ii)						
(iii)						

APPENDIX C

To: The Board of Education Fayetteville-Manlius Central School District
--

You are hereby notified in accordance with Article XXIII of the Collective Bargaining Agreement between the Fayetteville-Manlius School District and the Fayetteville-Manlius Teachers Association, covering the period July 1, 2008, through June 30, 2011, ("Agreement") that the undersigned hereby irrevocably elects to terminate his/her employment with the District effective ("Effective Date") in accordance with the District's Termination Incentive Plan.

The undersigned hereby certifies:

That he/she is, as of the Effective Date, eligible in accordance with criteria specified in Article XXII A. and under the New York State Teachers Retirement System; and

That as of said Effective Date, his/her age is _____.

Teacher: _____

Date: _____

ACCEPTED

BOARD OF EDUCATION

By: _____
President, Board of Education

Date: _____

APPENDIX D. (1)

**NOTIFICATION OF ELECTION AS TO PARENTAL AND/OR
MATERNITY LEAVE**

Anticipated Due Date

Date (three (3) months previous
To date leave will commence)

To: Superintendent of Schools Fayetteville-Manlius School District

You are hereby notified in accordance with Article XXVI, Section A.2 that the undersigned elects to take the leave designated below.

1. Parental Leave of Absence without pay (A.2.a)

According to my current best estimate, the parental leave of absence, shall commence

,and shall terminate

(in accordance with the applicable provisions of Article XXVI, Section A.3).

2. Sick Leave during pregnancy-related disability (A.2.b).

Note: Physician must complete Appendix I. (2) pre-delivery (in conjunction with this form), and (3) post-delivery.

Teacher's Signature

APPENDIX D. (2)

SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

I have examined _____ on _____, 20--. It is my professional medical opinion that, as of _____, 20--, she will be physically unable to perform the duties of her teaching position. At this time it is my best estimate that this disability will cease on _____, 20--.

Dated: _____

Physician's Signature

APPENDIX D. (3)

SIX WEEKS AFTER DELIVERY

I have examined _____ on _____, 20--.

It is my professional medical opinion that her pregnancy-related disability will cease on _____,
20--, and that she will be able to return to full-time teaching after that date.

Dated: _____

Physician's Signature

INDEX

- Association Rights, 3
 - President's visit time, 4
 - Building budgets, 4
 - Bulletin boards, 3
 - Conferences/meetings, 23
 - Copies of Bd. Meeting
 - agendas and minutes, 3
 - Changes in educ. program, 3
 - Job security, 4
 - Rules & regulations, 3
 - Use of school facilities, 3
 - Use of school mail, 3
- Assignment, 14
 - English and math labs, 12
 - Involuntary transfers, 15
 - Management right, 3
 - Nonteaching duties, 10
 - Of Assn. President, 4
 - Reassignment request, 15
 - Vacancies, 14
- Board of Education
 - Agenda and minutes, 3
- Building Committee
 - Standing, 20
 - Student placement mtg., 18
- Calendar, *see* School calendar
- Class load, *see* Load
- Conferences, 23
- Credit Hours, 21
 - Approval, 22
 - Beyond college, 26
 - College courses, 21
 - Definitions, 21
 - Doctoral dissertations, 23
 - In-service courses, 22
 - Prior approval, 22, 23
 - Reimbursement, 23
- Curriculum Development, 20
 - Compensation, 16, 21
 - Project application, 20
- Definitions, 2
- Duration of Agreement, 1
- Duties, 11
 - K-4, 11
 - 5-8, 11
 - 9-12, 13
 - Academic overload, 33
 - Changes in, 14, 32
 - Nonteaching, 10, 33
 - Of Assn. President, 4
 - Of Subject Area coord, 28
- Evaluation *see* Observation
- Extra-curricular assignments, 29
 - Changes in, 32
 - Compensation, 29, 30
 - Dismissal from, 33
 - Interscholastic sports, 31
 - Non-athletic, 32
 - Posting of vacancies, 34
 - Resignation, 34
- Grievance Procedure, 7
 - Arbitration, 9
 - Log form, 46
 - Phase one, 8
 - Phase two, 8
 - 3020-a alternative, 19
- Health insurance, 36
 - Buyout, 37
 - Continuation during leave, 41
- Insurance, 36
 - Disability, 37
 - Health and dental, 36
 - NYSUT Benefit Trust, 5
 - Prescription drugs, 36
 - Vision, 36
- Involuntary Transfer, 15
- Job Security, 4
- Leaves
 - Death, 36
 - Family sickness or death, 40
 - Jury duty, 41
 - Leave w/o pay, 41
 - Parental/maternity, 40
 - forms, 48-50
 - Personal, 42
 - Sick, 38
- Load, 10
 - K-4, 11
 - 5-8, 11
 - 9-12, 13
 - Extracurricular, 29
 - Overload, 2, 33
- Management Rights, 3
 - Salary at hiring, 24
- Meetings
 - Association, 3, 4, 23
 - Building mtgs after school day, 10
 - Designated days, 10, 20
 - Grade-level teams, 11, 13
 - Grievance procedure, 8, 9
 - Evening mtgs., 10
 - Mentoring program, 16
- Meetings, continued
 - Middle school labs, 12
 - Negotiations, 6
 - NYSUT, 23
- Teachers Retirement Bd., 23
- Mentoring program, 16
 - Honorarium, 29
- Negotiations procedure, 6
- Observation/Evaluation, 16
 - Corrective action and dismissal, 18-19
 - 3020a, 19
 - Formal evaluation, 17
 - Probationary tchrs, 16
 - Tenured tchrs, 17
 - Tenure denial, 17
- Payday schedule, 25
- Payroll Deduction, 5
 - Agency fee, 5
 - Authorization cards, 5
 - Dues, 5
 - NYSUT benefit trust, 5
 - Tax-sheltered annuities, 37
- Personnel File, 19
- Personnel changes
 - Association notification, 4
 - Management right, 3
 - Promotion, 14
 - Resignation
 - From extra assignments, 34
 - Transfer, 14
 - Involuntary transfer, 15
- Preamble, 1
- Probationary teachers
 - Definition, 2
 - Dismissal of, 18
 - Evaluation of, 16
 - Transferred teachers, 15
- Release time, 10
 - Association president, 4
 - Mentoring program, 16
- Retirement
 - Application form, 47
 - Board, 23
 - Change of circumstances, 35
 - Disability, 39
 - Health insurance, 36
 - Payment for sick days, 36
 - Payment of incentive, 35
 - State incentive, 36
 - Termination pay, 34
 - 3-year early election, 35
 - Salary and salary schedules, 24-29
 - Academic overload, 33
 - Additional degrees, 27
 - Athletics, 29-31, 33
 - Beyond column, 27, 28
 - Bus duty, 29

Coaches *see* Athletics
Co-curricular, 32, 33
Credit hours, 22, 28
Hiring salary, 24
Home instruction, 26
Salary and salary schedules,
continued
 Instructional specialists/
 Department leaders, 28
Leaves of absence, 40-41
Longevity (coaching), 27
National service credit, 25
Notices, 14
Off schedule, 27
Pay days, 25
Schedules, 26-27
Subject area coordinators, 28
Summer school, 28
Work beyond work year, 27

School calendar, 9

Standing Committee *see* Building
Committee

Substitute Teachers, 19

Summer School, 27, 28

Taylor Law, 43

Tax Sheltered Annuities, 37

Teacher Improvement, 24

Teacher Recruitment, 9

Tenure

 Denial, 18
 Upon transfer, 15

Tenure *see also*
 Observation/Evaluation

Tenured teachers
 Dismissal, 19

Work Day, 9-13
 Duties, 10
 Employment beyond, 10, 28
 Evening responsibilities, 10
 Length, 10
 Lunch, 10
 Mentors, 16
 Preparations
 K-4, 11
 5-8, 11
 9-12, 13

Work year, 9, 10
 Employment beyond, 27
 Counselors, 28
 Department leaders, 28
 Subject area coordinators, 27